

EXHIBIT D

**CITY OF AUBURN /
AUBURN FLYERS CONDO I
(SECOND AMENDMENT)**

COVER SHEET

**SECOND AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 25 day of October, 2019, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Auburn Flyers Condo I** (hereinafter referred to as Lessee), as an addendum to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") executed on the 17th day of June, 2002.

WITNESSETH:

WHEREAS, the City of Auburn ("CITY"), and NW Hangars, LLC. ("Lessee") entered into a Lease Agreement dated June 17, 2002, recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212002550 on the 12th day of December, 2002; and

WHEREAS, Pursuant to Paragraph 12 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212000129; and

WHEREAS, Pursuant to Paragraph 12(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo I ("AFC I") for the assumption of all responsibilities under this Lease Agreement; and

WHEREAS, Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises,

WHEREAS, Resolution 5457 amended the FMV adjustment schedule;

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

The following Paragraph 5(e) is hereby added to the Lease Agreement:

- 5(e)** The 2020 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over two years in the following manner:
- (i)** For the 2020 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.
 - (ii)** For the 2021 calendar year term a rate of \$0.825 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

Dated and Signed on this 25 day of October, 2019

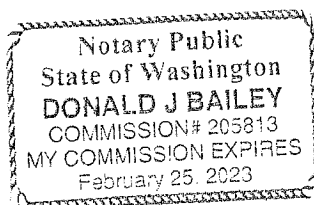
Auburn Flyers Condo I

Nicholas Raissis President
Name: NICHOLAS RAISSIS Title:

STATE OF WASHINGTON)
) ss.
County of King)

The undersigned Notary Public hereby certifies: That on this 25th day of October, 2019, personally appeared before me Don Nicholas Raissis (name), President of Auburn Flyers Condo I (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of Auburn Flyers Condo I.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Donald J. Bailey
Notary Public in and for the State of Washington,
Residing at Kenston, WA.
My commission expires Feb 25, 2023

City of Auburn

Mayor: Nancy Backus

Approved as to form:

City Attorney: Steven L. Gross

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____,
20____, personally appeared before me _____ (name),
_____ (title), to me known to be the individual(s) described in
and who executed the within instrument, and acknowledged that he/she signed and sealed the same
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on
oath stated that he/she was duly authorized to execute said document on behalf of
_____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____